

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 01/28/15
ITEM FROM FINANCE COMMITTEE MEETING OF 01/20/15**

ISSUE:

6. Request for Approval of Amendment No. 4 to Agreement between Owner and Architect – Southwest Activity Node (SWAN) Park Phase I; Surroundings Studio, LLC. (Mary MacDonald)
- A. Request for Approval of Budget Adjustment – Project Fund

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of amendment no. 4 to agreement between owner and architect for Southwest Activity Node (SWAN) Park Phase I with Surroundings Studio, LLC in the amount of \$49,374.90.

FUNDING SOURCE: 423062.572960.0113400

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	Excused		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL		X	
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, DECEMBER 8, 2014**

ITEM 8

CIP PROJECT #474B- SOUTHWEST ACTIVITY NODE (SWAN) PARK PHASE 1;
REQUEST FOR APPROVAL OF AMENDMENT 4 WITH SURROUNDINGS STUDIO, LLC. FOR EXTENDED
CONSTRUCTION PHASE SERVICES IN THE AMOUNT OF \$49,347.90
REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR)

PUBLIC WORKS COMMITTEE ACTION: Approved on consent

FUNDING SOURCE: 423062.572970.0113400; 423062.572960.0113400

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	Not present		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	Excused		
COUNCILOR RIVERA	X		

City of Santa Fe, New Mexico

memo

DATE: January 20, 2015

TO: Finance Committee

VIA:



Isaac J. Piro, P.E., Public Works Department Director
David Pfeifer, Facilities Division Director

FROM: Mary MacDonald, Project Administrator, Facilities Development Section *mm*

ISSUE: **Southwest Activity Node Park Phase 1 CIP Project # 474B
Amendment # 4 to ABOA (Exhibit 1) Surroundings Studio LLC \$49,374.90**

Original Contract Amount:	\$496,921.42
Amendment # 1 Amount:	\$ 1,622.81
Amendment # 2 Amount:	\$269,187.25
Amendment # 3 Amount:	\$ 11,365.77
Amendment # 4 Amount:	<u>\$ 49,374.90</u>
Revised Contract Amount:	\$828,472.15

A. Background:

Included in the General Obligation Bond Issue, approved by the voters in the winter of 2011/2012, was funding in the amount of \$500,000 for design of Southwest Activity Node (SWAN) Park Phase 1. City Council approved the Agreement Between Owner and (Landscape) Architect (ABOA) with Surroundings Studio LLC, in the amount of \$496,921.42, on Jan. 9, 2013 for this design work.

On June 3, 2013, the City Manager approved Amendment #1 to the Agreement, in the amount of \$1,622.81, which authorized the consultant to complete photogrammetric mapping and digital orthophoto for the Arroyo Chamiso east of the Phase 1 area of the park.

On December 11, 2013, City Council approved Amendment #2 to the Agreement, in the amount of \$269,187.25, tax included, authorizing the consultant to perform basic services and construction inspections for the nine months of construction.

On October 16, 2014, the City Manager approved Amendment #3 to the Agreement, in the amount of \$11,365.77, authorizing the consultant to work with PNM on the electrical supply from the paved end of Jaguar to the transformer in SWAN Park, provide a survey of the installed line, and to design and provide related construction services for a one inch diameter potable water line from near the main on Contenta Ridge to the southeast corner of the Park Phase 1 area, approximately 1,200 ft.

When construction started, offsite utilities (potable water and electrical power) were to be provided by the developer. The construction delays from this change and the lack of an effluent discharge permit resulted in extended construction time this fall, winter time (interim) work, and construction continuing and concluding in the first three months of spring, 2015. The extended fall construction, winter work and continued construction in the spring all require additional

services from the consultants.

B. Scope of Work, Amendment 4:

Amendment # 4 (Exhibit 1), in the amount of \$49,374.90, tax included, would authorize the consultant to perform additional services during the extended construction time this fall, during this winter when construction is suspended, and during the four months of construction in the spring of 2015. Please refer to Exhibit 2 for details on the extended construction support services required of Surroundings Studio and the engineering & irrigation sub- consultants.

C. Budget:

Funding in the amount of \$45,638.27 plus tax in the amount of \$3,736.63, for a total of \$49,374.90, is available in Business Unit/Line Item (BU/LI) 423062.572970.0113400 (Exp Swan Park /WIP Construction). See the attached BAR (Exhibit 3), which would transfer \$49,380.00 from that BU/LI to 423062.572970.0113400 to 423062.572960.0113400 (WIP Design). The contracts summary form is Exhibit 4.

D. Schedule:

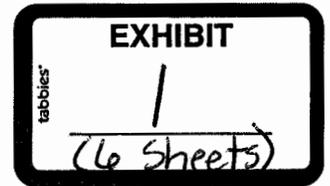
This Amendment #4 would extend design services through construction completion in late spring, 2015.

E. Action:

Please approve Amendment No. 4 to the Agreement Between Owner and Landscape Architect with Surroundings Studio LLC (Exhibit 1), in the amount of \$49,374.90, and the BAR (Exhibit 3).

Exhibits: (1) Amendment #4
(2) Amendment 4 scope of work details
(3) BAR
(4) Contracts summary form

xc: Richard Thompson, Parks Division Director
Gary Varela, Parks Superintendent
Mark Aragon, Parks Mechanical & Electrical Supervisor
Project/Book File



**CITY OF SANTA FE
AMENDMENT No. 4 TO
AGREEMENT BETWEEN OWNER AND ARCHITECT**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE AGREEMENT BETWEEN OWNER AND LANDSCAPE ARCHITECT, dated August 22, 2014 the "Agreement"), between the City of Santa Fe (the "City") and Surroundings Studio LCC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide design services for design programming through construction completion and the eleven month warranty inspection, for Southwest Activity Node (SWAN) Park Phase I, CIP Project #474B, to the City.

B. Pursuant to Article 10.19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK.

Add design services for the extended construction time in November and December, 2014, through May, 2015.

Article 4 Additional Services, paragraph 4.1.29 is added to the Agreement so that Article 4, paragraph 4.1.29 reads in its entirety as follows:

4.1.29 Construction Phase Services, Responsibility of the Landscape Architect, as described in Exhibit K, attached hereto and incorporated herein by reference.

2. COMPENSATION.

A. Article 11, paragraph 11.3 of the Agreement is amended to increase the amount of compensation by a total of forty six thousand eight hundred five dollars and forty five cents (\$46,805.45), tax included, so that Article 11, paragraph 11.3, reads in its entirety as follows:

For the Additional Services that may during the course of the Project, including those under Section 4.3, the Owner shall compensate the Landscape Architect as follows:

(1) For the additional services described in Exhibit G, the compensation shall be one thousand six hundred twenty two dollars and eighty one cents (\$1,622.81), tax included.

(2) For the additional services described in Exhibits H and I, the compensation shall be two hundred fifty one thousand four hundred eighty seven dollars and twenty five cents (\$251,487.25), tax included.

(3) For the additional services described in Exhibit J, the compensation shall be eleven thousand three hundred sixty five dollars and seventy seven cents (\$11,365.77), tax included.

(3) For the additional services described in new Exhibit K, the Owner shall increase the amount of compensation by forty three thousand two hundred sixty three dollars and twenty seven cents (\$43,263.27) plus New Mexico gross receipts tax (rate of 0.081875) in the amount of three thousand five hundred forty two dollars and eighteen cents (\$3,542.18), for a total amount of forty six thousand eight hundred five dollars and forty five cents (\$46,805.45).

B. Article 11, paragraph 11.8.2 of the Agreement is amended to increase the amount of compensation for reimbursable expenses by a total of two thousand five hundred sixty nine dollars and forty five cents (\$2,569.45), so that Article 11, paragraph 11.8.2 reads in its entirety as follows:

For Reimbursable Expenses the compensation shall be up to fifty eight thousand thirty five dollars and forty eight cents (\$58,035.48) plus applicable tax, for a total amount of sixty two thousand seven hundred eighty seven dollars and thirteen cents (\$62,787.13), for the expenses incurred by the Landscape Architect and the Landscape Architect's consultants plus zero percent (0%) of the expenses incurred.

3. SCOPE OF THE AGREEMENT

Article 13, paragraph 13.2.3 "Other documents:" of the Agreement is hereby amended. A new Exhibit K, "Work Hours/Extended Schedule" is attached.

AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Agreement Between Owner and Architect as of the date signed by the City set forth below.

CITY OF SANTA FE:

CONTRACTOR:
SURROUNDINGS STUDIO LLC

JAVIER M. GONZALES, MAYOR

FAITH OKUMA, PRINCIPAL

Date: _____

Date: _____

NM License No. 100
CRS No. 03-136127-007
City of Santa Fe Business Registration:
14-00036629

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MPM 1/29/15
KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ,
FINANCE DIRECTOR

423062.572960.0113400
Business Unit/Line Item

423062.572960.0113400
BUSINESS UNIT/LINE ITEM

SWAN / Work hours Schedules
 Surroundings / Extended Project Schedule
 Oct. 29, 2014

Activity	Estimated Hours	Hourly Rate	Estimate Cost	Totals
Add Service No. 5 - Extended 2014 Fall CA (Weekly Rate)				
<u>Weekly Meeting</u>				
Faith Okuma, Principal P1	1.0	45.00 \$	45	
Chrissy Scarpitti, Project Manager	1.0	33.00 \$	33	
<u>Construction Observation</u>				
Faith Okuma, Principal P1	1.0	45.00 \$	45	
Chrissy Scarpitti, Project Manager	10.0	33.00 \$	330	
DIRECT LABOR COST:				\$ 453.00
OVERHEAD (Specify cost pool)				
	RATE	X BASE	ESTIMATED COST	
	1.46	\$ 453.00	\$ 661.38	
OVER HEAD TOTAL:				\$ 1,114.38
FEE OR PROFIT (show rate and base)			7%	\$ 78.01
Surroundings-Add Service No. 5- Extended 2014 Fall CA / TOTAL COST				\$ 1,192.39 <i>x2 weeks</i>

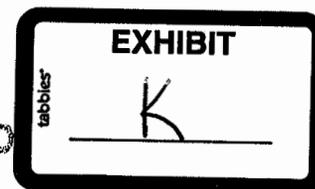
Add Service No. 5 - Interim				
<u>On-call Assistance</u>				
Faith Okuma, Principal P1	25.0	45.00 \$	1,125	
Chrissy Scarpitti, Project Manager	35.0	33.00 \$	1,155	
DIRECT LABOR COST:				\$ 2,280.00
OVERHEAD (Specify cost pool)				
	RATE	X BASE	ESTIMATED COST	
	1.46	\$ 2,280.00	\$ 3,328.80	
OVER HEAD TOTAL:				\$ 5,608.80
FEE OR PROFIT (show rate and base)			7%	\$ 392.62
Surroundings-Add Service No. 5-Interim / TOTAL COST				\$ 6,001.42

Add Service No. 5 - 2015 Spring CA (13 weeks)				
<u>Weekly Meetings</u>				
Faith Okuma, Principal P1	13.0	45.00 \$	585	
Chrissy Scarpitti, Project Manager	13.0	33.00 \$	429	
<u>Construction Observation / Substantial</u>				
Faith Okuma, Principal P1	20.0	45.00 \$	900	
Chrissy Scarpitti, Project Manager	140.0	33.00 \$	4,620	
DIRECT LABOR COST:				\$ 6,534.00
OVERHEAD (Specify cost pool)				
	RATE	X BASE	ESTIMATED COST	
	1.46	\$ 6,534.00	\$ 9,539.64	
OVER HEAD TOTAL:				\$ 16,073.64
FEE OR PROFIT (show rate and base)			7%	\$ 1,125.15
Surroundings-Add Service No. 5- Spring 2015 / TOTAL COST				\$ 17,198.79

Estimated Reimbursables	Cost
Mileage / Travel (three trips nursery)	\$ 300.00
General Reproduction Costs	\$ 200.00
Total Estimated Reimbursables	\$ 500.00
Surroundings Reimbursable	
	\$ 500.00

Irrigation Services, LLC

\$ 600



SURO

SWAN / Work hours Schedules
 Add Service No. 5
 Wilson & Co. / Costs

Activity	Estimated Hours	Hourly Rate	Estimate Cost	Totals
Add Service No. 5 - Extended 2014 Fall CA Weekly Rate				
Civil				
Daniel Aguirre, Principal Engineer, P7		55.2 \$	-	
Mario Juarez-Infante, Department Head P7		55.2 \$	-	
Tyler Ashton, Project Design Engineer P5	4	47.31 \$	189.24	
Staff Detail Design Engineer P4		37.25 \$	-	
CAD Drafter OD4	2	22.75 \$	45.50	
Inspector	12	35 \$	420.00	
(Wilson-Interim Suspension) DIRECT LABOR COST:				\$ 654.74
OVERHEAD (Specify cost pool)		RATE	X BASE	ESTIMATED COST
		1.831 \$	654.74 \$	1,198.83
OVER HEAD TOTAL:				\$ 1,853.57
FEE OR PROFIT (show rate and base)		8%	\$ 1,853.57	\$ 148.29
(Wilson-Extended 2014 Fall CA Weekly Rate) TOTAL COST				\$ 2,001.85 X 2 weeks

Add Service No. 5 - Interim Suspension				
Civil				
Daniel Aguirre, Principal Engineer, P7		55.2 \$	-	
Mario Juarez-Infante, Department Head P7		55.2 \$	-	
Tyler Ashton, Project Design Engineer P5	30	47.31 \$	1,419.30	
Staff Detail Design Engineer P4	0	37.25 \$	-	
CAD Drafter OD4	0	22.75 \$	-	
Inspector	20	35 \$	700.00	
(Wilson-Interim Suspension) DIRECT LABOR COST:				\$ 2,119.30
OVERHEAD (Specify cost pool)		RATE	X BASE	ESTIMATED COST
		1.831 \$	2,119.30 \$	3,880.44
OVER HEAD TOTAL:				\$ 5,999.74
FEE OR PROFIT (show rate and base)		8%	\$ 5,999.74	\$ 479.98
(Wilson-Interim Suspension) TOTAL COST				\$ 6,479.72

Add Service No. 5 - 2015 Spring Installation				
Civil				
Daniel Aguirre, Principal Engineer, P7		55.2 \$	-	
Mario Juarez-Infante, Department Head P7		55.2 \$	-	
Tyler Ashton, Project Design Engineer P5	16	47.31 \$	756.96	
Staff Detail Design Engineer P4	0	37.25 \$	-	
CAD Drafter OD4	0	22.75 \$	-	
Inspector	40	35 \$	1,400.00	
(Wilson-2015 Spring CA) DIRECT LABOR COST:				\$ 2,156.96
OVERHEAD (Specify cost pool)		RATE	X BASE	ESTIMATED COST
		1.831 \$	2,156.96 \$	3,949.39
OVER HEAD TOTAL:				\$ 6,106.35
FEE OR PROFIT (show rate and base)		8%	\$ 6,106.35	\$ 488.51
(Wilson-2015 Spring CA) TOTAL COST				\$ 6,594.86

Civil Reimbursables - Add Service No. 5	
Mileage(25 trips@\$75/trip)	\$ 1,875.00
General Reproduction Costs	
Total Estimated Reimbursables	\$ 1,875.00

SOUTHWEST ACTIVITY NODE - PHASE I

CIP # 474B
 Surroundings Studio, LLC + Subconsultants
 Construction Administration Extended Services

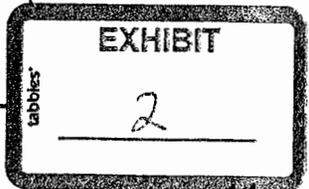
Current Contract Basis

Construction Administration + Inspection Services
 Amendment #2: Feb 10 to Nov. 10, 2014
 Amendment #2 Duration: Pre-Construction to Substantial / 9 Months

Amendment #4 Proposal

Extended Construction Administration Services / Description of tasks

Time Frame	Additional Services Tasks	Additional Hours / Task	Notes	Task Status
Nov. 10 to Nov. 30, 2014	Additional project meetings for landscape architects and civil engineers, including weekly progress mtgs	12	Lump Sum	Task Completed
	Additional site inspections, landscape architects 3 per week + civil engineers 3 per week.	50	Lump Sum	Task Completed
Dec. 1 to Feb 28, 2015	Survey support for project naming activities	50 hrs / Landscape Architect	T&M to Fee Cap	On-going
	Off-Site infrastructure coordination	50 hrs / Civil Engineers		
	Easements for water and other utilities			
	Electrical PNM Off-site line extension route survey			
Mar. 1 to May 31 2015	Administrative processing of pay requests, meeting notes, site visit notes, inspection reports, etc.	50	Lump Sum Fee	Begin Mar.1 2015
Based on Contractors' Schedule of 13 weeks	Additional project meetings for landscape architects 13 weeks and civil engineers 4 week.	34		
	Additional site visits + notes.	-		
	- Landscape Architects= three per week x 13 weeks	110		
	- Civil Engineer = 8 visits	18		
	- Irrigation Designer = 2 visits	6		
	Spring Substantial Inspection + Report	24		
	Spring Final Completion + Report			



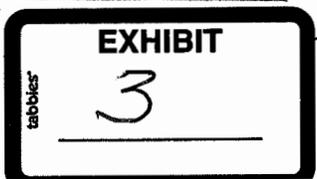
City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME Public Works / Facilities / Facilities Development				DATE 12/01/2014		
ITEM DESCRIPTION	BU / LINE ITEM	<-(Finance Dept Use Only)->		INCREASE	DECREASE	
		SUBLEDGER / SUBSIDIARY	DR / (CR)			
Exp SWAN Park / WIP Constr.	423062.572970	0113400			49,380	
Exp SWAN Park / WIP Design	423062.572960	0113400		49,380		
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				TOTAL	\$ 49,380	\$ 49,380

Additional funds are required in WIP Design for Amendment #4 to Surroundings Studio LLC, to pay for design services through the extended construction phase. The construction time has been extended to May 29, 2015.

Mary MacDonald <i>MM</i> Dec. 1, 2014 Prepared By _____ Date _____ <i>David Risher</i> 12-1-14 Division Director _____ Date _____ <i>Asaac J. Pina</i> 12-2-14 Department Director _____ Date _____	CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/> City Council Approval Date _____ Agenda Item #: _____	Budget Officer _____ Date _____ Finance Director _____ Date _____ City Manager _____
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Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

- | | | | |
|--------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | AMENDMENT TO CONTRACT | <input checked="" type="checkbox"/> |
| MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor Surroundings Studio LLC

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$496,921.42

Termination Date: not specified

Approved by Council Date: January 9, 2013

or by City Manager Date: _____

Contract is for: Design of Southwest Activity Node (SWAN) Park Phase I improvements.

Amendment # 4 to the Original Contract# 13-0018

Increase Amount \$49,374.90

Extend Termination Date to: no change

Approved by Council Date: (pending)

or by City Manager Date: _____

Amendment is for: extended construction time design services

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT

Amendment # 1 Inclusive of GRT

Amount \$ 1,622.81 of original Contract# 13-0018 Termination Date: no change

Reason: photogrammetric mapping & digital orthophoto of the Arroyo Chamiso

Amount \$ 269,187.25 amendment # 2 Termination Date: no change

Reason: Add construction services for nine months, incl. daily construction inspections.

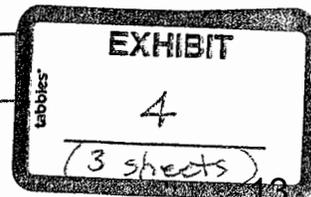
Amount \$ 11,365.77 amendment # 3 Termination Date: 07/31/2016

Reason: design services for 1" potable water line from offsite & working with & survey- PNM

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 828,472.15





**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP RFQ Sole Source Other

6 Procurement History: Second year of three and a half year contract.
example: (First year of 4 year contract)

7 Funding Source: Exp SWAN Park/WIP Design BU/Line Item: 423062.572960.0113400

8 Any out-of-the ordinary or unusual issues or concerns:
See attached BAR for request to transfer funds from 423062.572970.0113400 to 423062.572960.0113400

9 Staff Contact who completed this form: Mary MacDonald *MM* Phone # 955-5934

Division Contract Administrator: David Pfeifer

Division Director: David Pfeifer, Facilities Division Director *David Pfeifer*

Department Director: Isaac J. Pino, P.E., Public Works Department Director *I. Pino*

10 Certificate of Insurance attached. (if original Contract)

11 Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: We advertised the Request For Proposals and had it listed with online plan rooms and sent paper copies of the RFP to two Albuquerque plan rooms
Amount of proposed fee was included in the score points for evaluating the proposals received.

12 Prior year's contract amount?: N/A

13 Describe service impact from an ongoing commitment to the contractor: N/A

14 Why staff cannot perform the work?: The scope and quantity of design work for this large project is beyond the time available from staff.

15 If extending contract, why?: N/A

16 Was a Santa Fe company awarded contract? If not, why?: Yes, the prime consultant and a couple of the sub-consultants are Santa Fe companies.

17 Has the contract has been approved as to form by City Attorney's Office?: yes

18 Is this for City Manager or Council approval?: Council

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Santa Fe Insurance Services, Inc. 6501 Americas Parkway NE Suite 101 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C No., Ext): (505) 798-5850 FAX (A/C, No.): (505) 798-5890 E-MAIL: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Hallmark Ins Services</td> <td></td> </tr> <tr> <td>INSURER B : ITT Hartford</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Hallmark Ins Services		INSURER B : ITT Hartford		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : American Hallmark Ins Services															
INSURER B : ITT Hartford															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Surroundings Studio LLC % Kenneth & Sandra 1021 Don Diego Ave. Santa Fe, NM 87505															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> hired & n/o auto GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		44-CL-454498-06	05/23/2014	05/23/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$												
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	34WECPU7551	03/09/2014	03/09/2015	<table border="1"> <thead> <tr> <th></th> <th>PER STATUTE</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> <td>100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> <td>100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> <td>500,000</td> </tr> </tbody> </table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	100,000	E.L. DISEASE - EA EMPLOYEE	\$	100,000	E.L. DISEASE - POLICY LIMIT	\$	500,000
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A	Prof E&O		44-CL-454498-06	05/23/2014	05/23/2015	Prof E&O 1,000,000												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedules, may be attached if more space is required)

Swan Park

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
 PO Box 908
 Santa Fe, NM 87504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melanie Martinez

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ITEM # 13-0018



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2012

BETWEEN the Owner:

City of Santa Fe
200 Lincoln Ave.
Santa Fe, New Mexico 87501

and the Landscape Architect:

Surroundings Studio LLC
1600 Lena St. Suite E3
Santa Fe, New Mexico 87505

for the following Project:

Southwest Activity Node Park Phase I
Tierra Contenta subdivision, south of Jaguar Dr. and east of Hwy 599
Design of the west end of this new park, as shown on Exhibit A, including an artificial turf multipurpose field with lights, lawn area, family picnic area with shade structure and covered picnic tables, basketball court, playground, perimeter pathways, access road, parking and landscaping. Also included is the Arroyo Chamiso on the south edge of the area outlined in Exhibit A.

The Owner and Landscape Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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- 4 ADDITIONAL SERVICES
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- 7 COPYRIGHTS AND LICENSES
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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 :

The project is the design of Southwest Activity Node Park, Phase I, the design of the western portion of the park, as shown and described in Exhibit A. The design will be in accordance with the approved Master Plan for the park (Exhibit B). The maximum allowable construction cost of Phase I will be \$5,000,000, including tax, contingency, all required permits and utility extensions, The dedication plat for the park, Exhibit C, shows the existing park boundaries and easements. Basic services plus reimbursables in this Agreement includes the work of providing an environmental assessment, the anticipated work to obtain the required permits from agencies, the cost of applying for those permits, geological testing, and geomorphology services. Construction phase design services are not included in this Agreement. The anticipated procurement method for construction will be construction documents for bidding, a combination of lump sum and unit prices. The primary Owner's representative for the project will be the City Project Manager.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below, a construction period of one hundred twenty three (123) days:

.1 Commencement of construction date:

October 15, 2013

.2 Substantial Completion date:

February 15, 2014

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§ 1.3 The Owner and Landscape Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Landscape Architect shall appropriately adjust the schedule, the Landscape Architect's services and the Landscape Architect's compensation.

ARTICLE 2 LANDSCAPE ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Landscape Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Landscape Architect shall perform its services consistent with the professional skill and care ordinarily provided by Landscape Architects practicing in the same or similar locality under the same or similar circumstances. The Landscape Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Landscape Architect shall identify a representative authorized to act on behalf of the Landscape Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Landscape Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Landscape Architect's professional judgment with respect to this Project.

§ 2.5 The Landscape Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Landscape Architect normally maintains, the Owner shall reimburse the Landscape Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each Occurrence \$1,000,000, Damage to Rented Premises (Ea occurrence) \$100,000, Med Exp (Any one person) \$5,000, Personal & Adv Injury \$1,000,000, General Aggregate \$2,000,000, Products – Comp/Op Agg included,

.2 Automobile Liability

Combined Single Limit (Ea accident) \$1,000,000

.3 Workers' Compensation

E.L. Each Accident \$100,000, E.L. Disease – Ea. Employee \$100,000, E.L. Disease – Policy Limit \$500,000

.4 Professional Liability

Ea. Claim \$1,000,000, Aggregate \$3,000,000

ARTICLE 3 SCOPE OF LANDSCAPE ARCHITECT'S BASIC SERVICES

§ 3.0 The Landscape Architect's Basic Services consist of those described in Article 3 and include usual and customary civil engineering, structural, mechanical, and electrical engineering services. Also included in basic services are regulatory submittals for permits and approvals tasks, field survey, geological testing and geomorphology. Services not set forth in this Article 3 are Additional Services.

§ 3.0.1 The Landscape Architect shall manage the Landscape Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.0.2 The Landscape Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Landscape Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Landscape Architect shall provide prompt

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written notice to the Owner if the Landscape Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.0.3 As soon as practicable after the date of this Agreement, the Landscape Architect shall submit for the Owner's approval a schedule for the performance of the Landscape Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Landscape Architect or Owner. With the Owner's approval, the Landscape Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.0.4 The Landscape Architect shall not be responsible for an Owner's directive or substitution made without the Landscape Architect's approval.

§ 3.0.5 The Landscape Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Landscape Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.0.6 The Landscape Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1 PROGRAMMING PHASE SERVICES

§ 3.1.1 The Landscape Architect shall conduct a strategic start up meeting with the project team, including key City staff to confirm scope, schedules, deliverables, communication procedures and the project team meeting schedule.

(Paragraphs deleted)

§ 3.1.2 Key tasks for the project team during the programming phase include performing an environmental assessment, performing and inapping the field survey, coordination with and detail programming with all the relevant agencies, utilities and City departments. The Landscape Architect will schedule and conduct a utility coordination meeting, and schedule initial meetings with FEMA, USACE, NMED and other agencies who will be reviewing the park plans.

§ 3.1.3 Simultaneously to working on the key tasks noted above, the project team will meet with the Parks Division and sports league representative on dimensional and operational requirements preferences. All of the Phase I area park components will be defined more precisely for the program refinement.

§ 3.1.4 The Landscape Architect will compile and submit the program report, review it with key City staff, and incorporate City comments to finalize the report.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Landscape Architect shall review the approved program and other current information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Landscape Architect's services.

§ 3.2.2 Based on the Owner's approval of the program report, the Landscape Architect shall evaluate program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other current information, each in terms of the other, to ascertain the requirements of the Project. The Landscape Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed or eliminated for the Project.

§ 3.2.3 The Landscape Architect shall present its evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Landscape Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Landscape Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Landscape Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Landscape Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's Master Plan, program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Landscape Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's Master Plan, program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Landscape Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Landscape Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Landscape Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to landscaping, architectural, civil engineering, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Landscape Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Landscape Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 FINAL DESIGN PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Landscape Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Landscape Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals.

§ 3.4.2 The Landscape Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. The Landscape Architect shall incorporate into the Construction Documents the City-provided information about the Community Workforce Agreement.

§ 3.4.3 During the development of the Construction Documents, the Landscape Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions

of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Landscape Architect shall assist the City with compilation of a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Landscape Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Landscape Architect shall submit the Final Design and Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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(Paragraphs deleted)

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Landscape Architect shall provide the listed Additional Services only if specifically designated in the table below as the Landscape Architect's responsibility, and the Owner shall compensate the Landscape Architect as provided in Section 11.2.

(

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Landscape Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2007)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design		

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§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Landscape Architect's responsibility, if not further described in an exhibit attached to this document.

none

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Landscape Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Landscape Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Landscape Architect's schedule. Geological testing and analysis shall be provided later as an Additional Service, with an appropriate adjustment in compensation.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Landscape Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Landscape Architect shall not proceed to provide the following services until the Landscape Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing, except for the first public meeting, which is included in basic services;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Landscape Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Landscape Architect.

§ 4.3.2

(Paragraphs deleted)

If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Landscape Architect, extension of the Landscape Architect's services beyond that time shall be compensated as Additional Services.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Landscape Architect, the Owner shall furnish the requested information as necessary and relevant for the Landscape Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the

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Work, the Owner shall notify the Landscape Architect. The Owner and the Landscape Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Landscape Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Landscape Architect's services.

§ 5.4 Unless otherwise provided for under this Agreement, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 Unless otherwise provided for under this Agreement, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Landscape Architect. Upon the Landscape Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Landscape Architect to furnish them as an Additional Service, when the Landscape Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.8 The Owner shall provide prompt written notice to the Landscape Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Landscape Architect's Instruments of Service.

§ 5.9 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Landscape Architect's consultants through the Landscape Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Landscape Architect of any direct communications that may affect the Landscape Architect's services.

§ 5.10 Before executing the Contract for Construction, the Owner shall coordinate the Landscape Architect's duties and responsibilities set forth in the Contract for Construction with the Landscape Architect's services set forth in this Agreement. The Owner shall provide the Landscape Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.11 The Owner shall provide the Landscape Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Landscape Architect access to the Work wherever it is in preparation or progress.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Landscape Architect and shall include contractors' general

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conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Landscape Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is included in the maximum allowable construction cost, which is defined and provided in Initial Information, and may be adjusted throughout the Project as required under Sections 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Landscape Architect, represent the Landscape Architect's judgment as a design professional. It is recognized, however, that neither the Landscape Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Landscape Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Landscape Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Landscape Architect shall be permitted to include contingencies for design, bidding and price escalation; to recommend what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Landscape Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Landscape Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Landscape Architect submits the Construction Documents to the Owner, through no fault of the Landscape Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Landscape Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Landscape Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Landscape Architect in making such adjustments.

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Landscape Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Landscape Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Landscape Architect and the Landscape Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Landscape Architect and the Landscape Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Landscape Architect grants to the Owner a nonexclusive license to use the Landscape Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Landscape Architect shall obtain similar nonexclusive licenses from the Landscape Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the

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Project. If the Landscape Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Landscape Architect and Landscape Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Landscape Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Landscape Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Landscape Architect and the Landscape Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Landscape Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Landscape Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Landscape Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to court. If such matter relates to or is the subject of a lien arising out of the Landscape Architect's services, the Landscape Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Landscape Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Landscape Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Landscape Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Landscape Architect's option, cause for suspension of performance of services under this Agreement. If the Landscape Architect elects to suspend services, the Landscape Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Landscape Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Landscape Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Landscape Architect's services. The Landscape Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Landscape Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Landscape Architect shall be compensated for expenses incurred in the interruption and resumption of the Landscape Architect's services. The Landscape Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Landscape Architect, the Landscape Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Landscape Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Landscape Architect, the Landscape Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Landscape Architect's services and include expenses directly attributable to termination for which the Landscape Architect is not otherwise compensated, plus an amount for the Landscape Architect's anticipated profit on the value of the services not performed by the Landscape Architect.

§ 9.8 The Owner's rights to use the Landscape Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Landscape Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Landscape Architect shall assign this Agreement without

the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Landscape Architect to execute certificates, the proposed language of such certificates shall be submitted to the Landscape Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Landscape Architect to execute consents reasonably required to facilitate assignment to a lender, the Landscape Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Landscape Architect for review at least 14 days prior to execution. The Landscape Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Landscape Architect.

§ 10.6 Unless otherwise required in this Agreement, the Landscape Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Landscape Architect shall have the right to include photographic or artistic representations of the design of the Project among the Landscape Architect's promotional and professional materials. The Landscape Architect shall be given reasonable access to the completed Project to make such representations. However, the Landscape Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Landscape Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Landscape Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Landscape Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§10.9 INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgements, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

§ 10.10 APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

§ 10.11 THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

§ 10.12 STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue

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leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

§ 10.13 CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

§ 10.14 ASSIGNMENT: SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

§ 10.15 RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

§ 10.16 INSURANCE

A. Contractor shall also obtain and maintain Workers' compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

B. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

§ 10.17 RECORDS AND AUDIT

The contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

§ 10.18 APPLICABLE LAW: CHOICE OF LAW: VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this

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Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

§ 10.19 AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

§ 10.20 NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

§ 10.21 SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

10.22 NOTICES: Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five days after the same are deposited in the United States Postal Service mail, postage prepaid, certified mail, return receipt requested, addressed to the applicable party at the address indicated below for each party, or at such other address as may be designated by either party in a written notice to the other party.

OWNER: Facilities Division, Public Works Department
City of Santa Fe
PO Box 909
Santa Fe, New Mexico 87504-0909

LANDSCAPE ARCHITECT: Surroundings Studio LLC
1600 Lena St. Suite E3
Santa Fe, New Mexico 87505

10.23 NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

ARTICLE 11 COMPENSATION

§ 11.1 For the Landscape Architect's Basic Services described under Article 3, the Owner shall compensate the Landscape Architect as follows:

four hundred twenty thousand fifteen dollars and zero cents (\$420,015.00 plus New Mexico gross receipts tax (rate of 0.081875) in the amount of thirty four thousand three hundred eighty eight dollars and seventy three cents (\$34,388.73), for a total amount of four hundred fifty four thousand four hundred three dollars and seventy three cents (\$454,403.73).

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§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Landscape Architect as follows:

none

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Landscape Architect as follows:

none

§ 11.4 Compensation for Additional Services of the Landscape Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Landscape Architect or as otherwise stated below:

none

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows, including tax:

Programming Phase	\$101,258.09	(22.3	%)
Schematic Design Phase	\$124,215.47	(27.3	%)
Design Development / Final Design Phase	\$191,091.58	(42.1	%)
Regulatory Approvals	\$37,838.59	(8.3	%)

(Row deleted)

Total Basic Compensation	\$454,403.73	(100	%)
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§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Landscape Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Landscape Architect and the Landscape Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Landscape Architect's and Landscape Architect's consultants' normal review practices.

not applicable

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Landscape Architect and the Landscape Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, standard form documents;

(Paragraph deleted)

- .3 Postage.
- .4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

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- .5 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .6 Milage
- .7 GPS for field survey
- .8 workstation charges for survey
- .9 taxes on reimbursable expenses

(Paragraph deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be up to thirty nine thousand three hundred dollars and zero cents (\$39,300.00) plus applicable tax, for a total amount of forty two thousand five hundred seventeen dollars and sixty nine cents (\$42,517.69), for the expenses incurred by the Landscape Architect and the Landscape Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF LANDSCAPE ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Landscape Architect for its convenience under Section 9.5, or the Landscape Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Landscape Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

to be negotiated later, if required

§ 11.10 PAYMENTS TO THE LANDSCAPE ARCHITECT

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within twenty one (21) days of undisputed request for payment..

§ 11.10.2

(Paragraphs deleted)

The Owner shall not withhold amounts from the Landscape Architect's compensation to impose a penalty or liquidated damages on the Landscape Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Landscape Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. Receipts for printing & other reimbursable expenses shall be submitted with the request for payment. Reimbursable expense for milage shall be designated on the invoice as the number of round trips between Albuquerque and Santa Fe, NM.

(Paragraph deleted)

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

not applicable

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Landscape Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Landscape Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and

(Paragraphs deleted)

Landscape Architect

- .3 Other documents:

Exhibit A Vicinity Map and Southwest Activity Node Park – Phase 1 Park Area

Exhibit B Master Plan

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- Exhibit C Dedication Plat
- Exhibit D Project Schedule
- Exhibit E Landscape Architect's Certificate of Liability Insurance
- Exhibit F List of Consultants, with key contacts, addresses and phone numbers

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

David Coss
DAVID COSS, MAYOR

DATE: 11/11/13

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
1-9-13

LANDSCAPE ARCHITECT:
SURROUNDINGS STUDIO LLC

BY: Faith Okuma
FAITH OKUMA, PRINCIPAL

NM LICENSE NO. 100
NM Taxation and Revenue CRS No.:
03-136127-007
City of Santa Fe Business Registration No.:
12-00036639 (13 in process)
F.D.

APPROVED AS TO FORM:

Judith Amador for
GENO ZAMORA, CITY ATTORNEY

APPROVED: *12/12/13*
Melville L. Morgan
DR. MELVILLE L. MORGAN
FINANCE DEPARTMENT DIRECTOR
1/10/13

32814.572960.0108400 & 32841.572960.0110400
(Table deleted)
Business Unit/Line Items

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Southwest Activity Node Park – Phase 1 Work

The Master Plan for the SWAN Park was conceived as a plan that could be implemented logically in phases. The phasing scenario outlined in the SWAN Master Plan document, dated September 2011 will not be applicable to Phase 1, because the maximum allowable construction cost is \$5,000,000.

Phase 1 improvements will concentrate improvements at the west end of the park, east of the planned extension to Plaza Central, shown on Exhibit B to this Agreement. This includes the following amenities for Phase 1:

- artificial turf multipurpose field (baseball field – little league, 210' x 360' field)
- lawn area
- family picnic area (with shade structure and covered picnic tables)
- basketball court
- playground
- perimeter pathways
- access road + parking
- landscaping

The proposed Phase 1 improvements as illustrated above amount to approximately \$5.8 million (including NMGRT and a contingency). Detailed design, value engineering, and a competitive bidding environment could result in a cost of \$5 million for this scope of work.

Additive alternate amenities for Phase 1 could include:

- multipurpose field sports lighting
- adventure playground (labeled on map as: Add Alt 2)

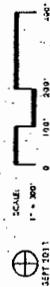
Utilities connected as part of Phase 1 include electric and treated effluent. It is anticipated that water, sewer, and gas lines would be installed when the park maintenance building and restroom building are installed in a later phase. Sleeving for these utilities would be installed as needed as part of the Phase 1 effort to minimize future construction in already completed areas.

**SOUTHWEST
ACTIVITY NODE
PARK**
PARK MASTER PLAN

LEGEND

- Master Plan Project Boundary
- City/County Boundary
- Building Footprint
- Topography, 2' Contour
- Drainage, Major Artery
- Drainage, Minor
- Open Space, Existing Native Landscape
- Open Space, Enhanced Native
- Open Space, Water Quality Pond
- Open Space, Enhanced Riparian Area
- Park Landscape
- Grass, Irrigated Turf Lawn
- Tree, Evergreen - Fir, Juniper
- Tree, Deciduous - Streetcapping
- Tree, Deciduous - Riparian
- 1 Multi-Purpose Sports Field (Artificial Turf)
- 2 Playground
- 3 Mobile Adventure Playground
- 4 Basketball Court
- 5 Full Tree Orchard
- 6 Community Garden
- 7 Horseshoe Park/Market
- 8 Festival Lawn
- 9 Tennis Pickleball Courts
- 10 Maintenance/Restroom/Concession Building
- 11 Water Playground
- 12 Community Lawn
- 13 Skate Park Plaza
- 14 Ball Pump Track
- 15 Multi-Purpose Sports Field (Natural Grass)
- 16 Dog Park
- 17 Park Overlook
- 18 Hiker/Biker Trailhead

**ILLUSTRATIVE PLAN
PARK MASTER PLAN**



Produced for the City of Santa Fe
design office, wmk + associates, Wilson & Company

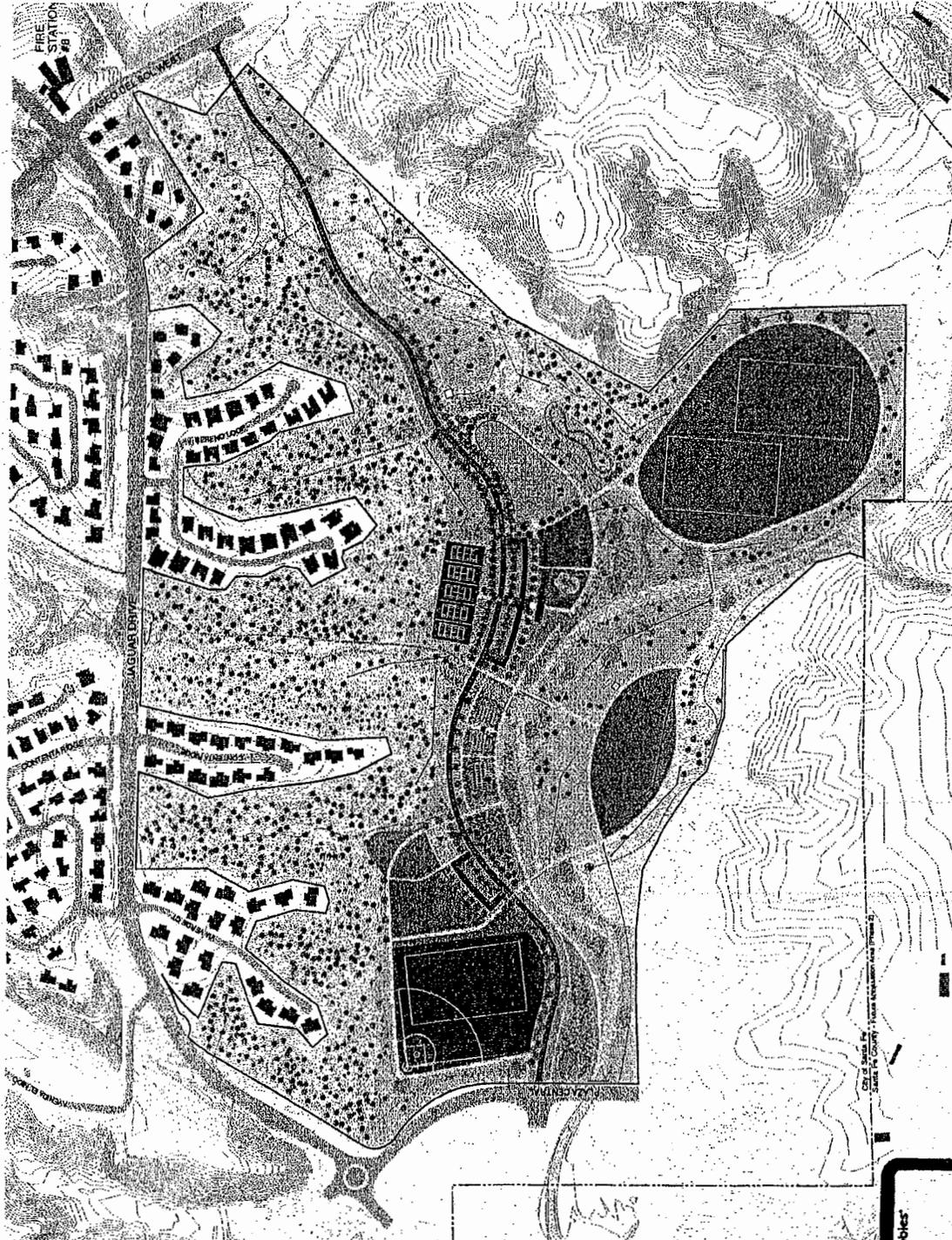


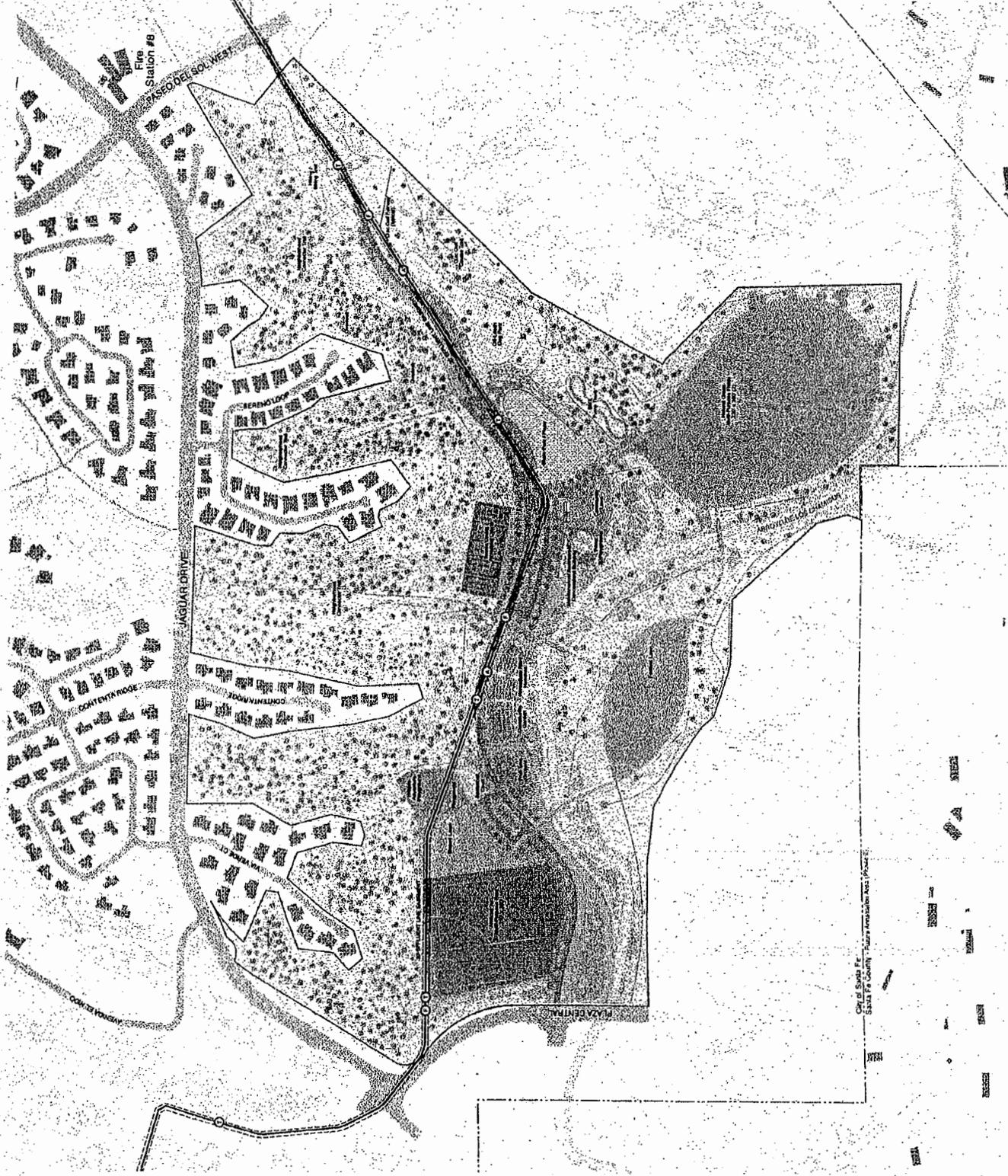
EXHIBIT
B
2 sheets

SOUTHWEST ACTIVITY NODE PARK

PARK MASTER PLAN

LEGEND

- Master Plan Project Boundary
 - City / County Boundary
 - Building Footprint
 - Topography, 2-ft Contour
 - Drainage, Major Arroyo
 - Drainage, Minor
 - Open Space, Existing Native Landscape
 - Open Space, Enhanced Native
 - Open Space, Water Quality Pond
 - Open Space, Enhanced Riparian Area
 - Park Landscape
 - Grass, Irrigated Turf Lawn
 - Tree, Evergreen - Pine + Juniper
 - Tree, Deciduous - Streetcanying
 - Tree, Deciduous - Riparian
- PROPOSED EFFLUENT LINE**
- Effluent, Effluent Line (20')
 - Utility Line, Effluent, Planned Future
 - Utility, Effluent Line, Air Water, Planned Future
 - Utility, Effluent Line, Trash, Water, Planned Future
 - Utility, Effluent Line, Tracer Water, Planned Future



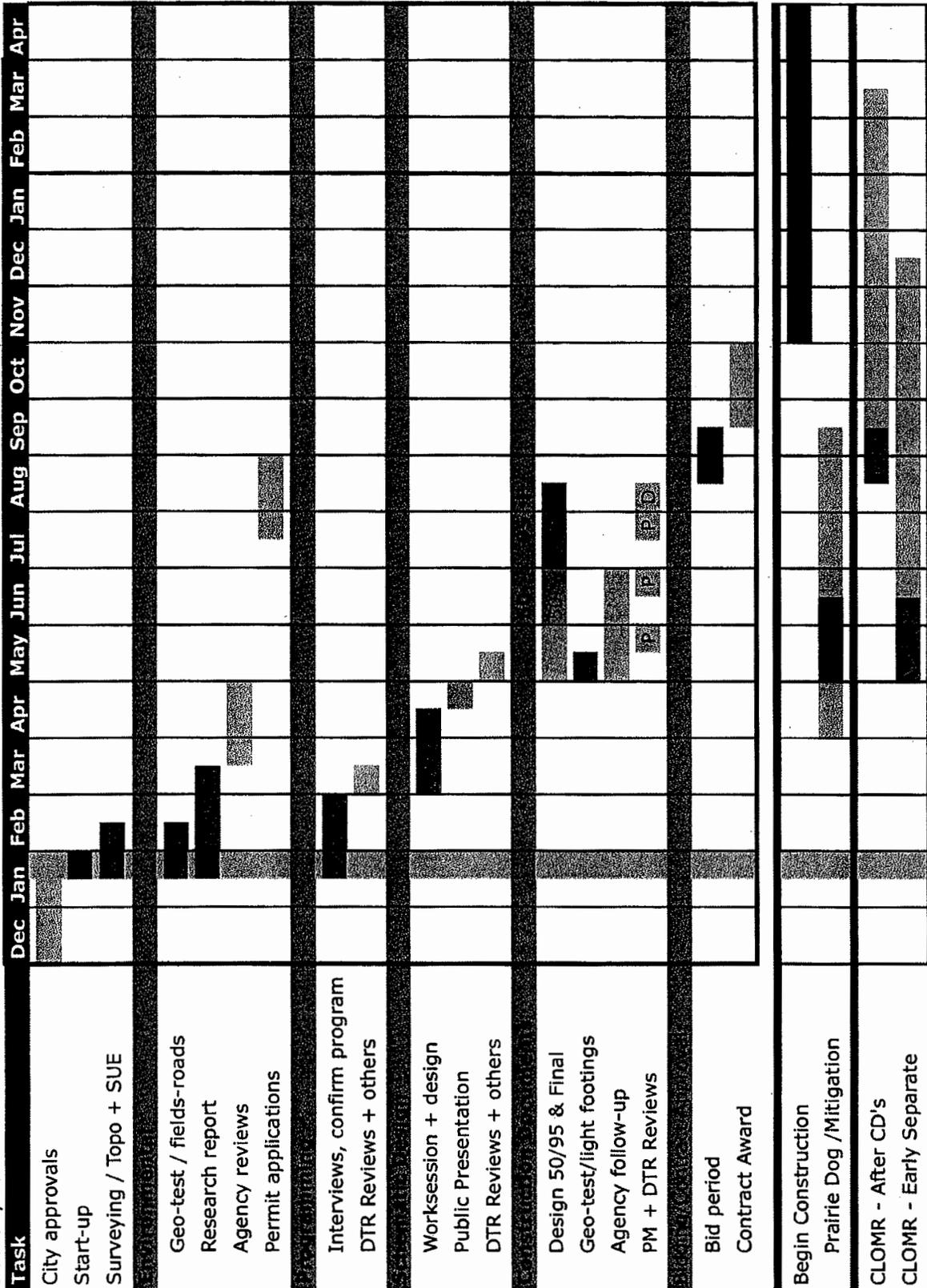
PROPOSED EFFLUENT LINE PARK MASTER PLAN



Produced for the City of Santa Fe
design office: wmk + associates, Wilson & Company

SWAN-Phase I Schedule Target / Begin Construction in 2013

Dec. 12, 2012





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/06/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
First SF Ins Serv Inc - SF
FAX 505-798-5890
7620 Jefferson NE
Albuquerque, NM 87109
Margaret Gallegos

Phone: 505-798-5850
Fax: 505-798-5890

CONTACT NAME: Liz Goodner
PHONE (A/C No, Ext): 505-798-5850
FAX (A/C No): 505-798-5890
E-MAIL ADDRESS: liz@fsfins.com

INSURED
Surroundings Studio LLC
c/o Kenneth & Sandra
1600 Lena St, #E-3
Santa Fe, NM 87505

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Hallmark Ins Services	
INSURER B: ITT Hartford	
INSURER C: Travelers Insurance Group	19038
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		44CL45449803	05/23/12	05/23/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			44CL45449803	05/23/12	05/23/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	34WECPU7651	03/09/12	03/09/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liab						
C	Professional Liab			10270551	04/23/12	04/23/13	occ limit 1,000,000 agg limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF OPERATIONS:

SOUTHWEST ACTIVITY NODE (SWAN) PARK; CIP PROJECT #474B



CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Margaret Gallegos *Margaret Gallegos*

LIST OF SUB-CONSULTANTS

1. Wilson & Company Inc., Engineers & Architects
1421 Luisa Street Suite E
Santa Fe, NM 87505

2600 The American Rd., SE Suite 100
Rio Rancho, NM 87124
Phone 505-348-4000

Key contacts: Mario Juarez-Infante, PE, Associate Vice President, Lead Civil Engineering
Donald Duneman, PE, Project Manager

2. Stream Design, LLC
3330 Larimer Street, Suite 1b
Denver, CO 80205
Phone 720-663-7352

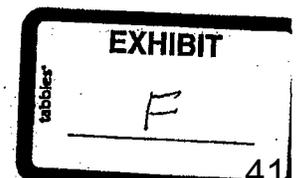
Key contact: Jesse Clark, President, Principal, RLA

3. Marron and Associates, Inc.
7511 4th Street Northwest
Los Ranchos, NM 87107
Phone 505-898-8848

Key contact: Eric Johnson, Environmental Assessment Lead

4. Irrigation Services, LLC
44 Good Drive
Belen, NM 87002
Phone 505-861-1536

Key contact: Jeffery Good, Principal, Owner, Lead Irrigation Designer



**CITY OF SANTA FE
AMENDMENT No. 1 TO
AGREEMENT BETWEEN OWNER AND ARCHITECT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 9, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and Surroundings Studio LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide design services for Southwest Activity Node (SWAN) Park Phase 1, CIP Project # 474B, to the City.

B. Pursuant to Article 10.19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK.

Article 4 Additional Services, paragraph 4.1.25 of the Agreement is amended so that Article 4, paragraph 4.1.25 reads in its entirety as follows:

4.1.25 Fast track design services, Responsibility of the Landscape Architect, as described in Exhibit G, attached hereto and incorporated herein by reference.

2. COMPENSATION.

Article 11, paragraph 11.3 of the Agreement is amended to increase the amount of compensation by a total of one thousand six hundred twenty two dollars and eighty one cents (\$1,622.81), so that Article 11, paragraph 11.3, reads in its entirety as follows:

A. For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Landscape Architect as follows: For the additional services described in Exhibit G, the Owner shall increase the amount of compensation by one thousand five hundred dollars (\$1,500.00) plus New Mexico gross receipts tax (rate of 0.081875) in the amount of one hundred twenty two dollars and eighty one cents (\$122.81), for a total amount of one thousand six hundred twenty two dollars and eighty one cents (\$1,622.81).

3. SCOPE OF THE AGREEMENT.

Article 13, paragraph 13.2.3 "Other documents:" of the Agreement is hereby amended. A revised Exhibit E, "Landscape Architect's Certificate of Liability Insurance" is attached and a new Exhibit G, "Additional Services – SWAN Park Additional Photogrammetric Mapping and Digital Orthophoto" is attached.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Agreement Between Owner and Architect as of the date signed by the City set forth below.

CITY OF SANTA FE:



BRIAN SNYDER,
CITY MANAGER

Date: 6-3-13

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:
SURROUNDINGS STUDIO LLC

By: *[Signature]*
FAITH OKUMA, PRINCIPAL

APPROVED AS TO FORM:

Just witness for
GENO ZAMORA, CITY ATTORNEY
5/21/13

NM LICENSE NO. 100
NM Taxation and Revenue CRS No.:
03-136127-007
City of Santa Fe Business Registration
No.: 13-00036629

APPROVED:

Marcos A. Tapia 6/13/13
MARCOS A. TAPIA
FINANCE DIRECTOR

32814.57296 & 32814.57296.0110400
BUSINESS UNIT/LINE ITEM

**CITY OF SANTA FE
AMENDMENT No. 2 TO
AGREEMENT BETWEEN OWNER AND ARCHITECT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 9, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and Surroundings Studio LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide design services for Southwest Activity Node (SWAN) Park Phase 1, CIP Project # 474B, to the City.

B. Pursuant to Article 10.19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK.

Article 4 Additional Services, paragraph 4.1.25 of the Agreement is amended so that Article 4, paragraph 4.1.25 reads in its entirety as follows:

4.1.25 Fast track design services, Responsibility of the Landscape Architect, as described in Exhibit G, attached hereto and incorporated herein by reference.

Article 4 Additional Services, paragraph 4.1.28 is added to the Agreement so that Article 4, paragraph 4.1.28 reads in its entirety as follows:

4.1.28 Construction Phase Services, Responsibility of the Landscape Architect, as described in Exhibits H and I, attached hereto and incorporated herein by reference.

2. COMPENSATION.

A. Article 11, paragraph 11.3 of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty one thousand four hundred eighty seven dollars and twenty five cents (\$251,487.25), so that Article 11, paragraph 11.3, reads in its entirety as follows:

For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Landscape Architect as follows: For the additional services described in Exhibits H and I, the Owner shall increase the amount of compensation by two hundred thirty two thousand four hundred fifty five dollars (\$232,455.00) plus New Mexico gross receipts tax (rate of 0.081875) in the amount of nineteen thousand thirty two dollars and twenty five cents (\$19,032.25), for a total amount of two hundred fifty one thousand four hundred eighty seven dollars and twenty five cents (\$251,487.25).

B. Article 11, paragraph 11.8 of the Agreement is amended to add to the scope of expenses eligible for reimbursement and to increase the amount of compensation for reimbursable expenses by a total of seventeen thousand seven hundred dollars (\$17,700.00), so that Article 11, paragraph 11.8 reads in its entirety as follows:

1. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Landscape Architect and the Landscape Architect's consultants directly related to the Project as follows:

- 1.1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- 1.2 Printing, reproductions, plots, standard form documents;
- 1.3 Postage;

1.4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

1.5 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

1.6 Mileage

1.7 GPS for field survey

1.8 workstation charges for survey

1.9 taxes on reimbursable expenses

1.10 climbing wall design

2. For Reimbursable Expenses the compensation shall be up to fifty five thousand six hundred sixty dollars and forty eight cents (\$55,660.48) plus applicable tax, for a total amount of sixty thousand two hundred seventeen dollars and sixty nine cents (\$60,217.69), for the expenses incurred by the Landscape Architect and the Landscape Architect's consultants plus zero percent (0%) of the expenses incurred.

3. SCOPE OF THE AGREEMENT.

Article 13, paragraph 13.2.3 "Other documents:" of the Agreement is hereby amended. A new Exhibit H, "Construction Administration Services Proposal", and a new Exhibit I, "Construction Phase Services" are attached.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Agreement Between Owner and Architect as of the date signed by the City set forth

below.

CITY OF SANTA FE:

David Coss
DAVID COSS, MAYOR

Date: 12-19-13

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
cf mtg. 12-11-13

CONTRACTOR:
SURROUNDINGS STUDIO LLC

By: Faith Okuma
FAITH OKUMA, PRINCIPAL

APPROVED AS TO FORM:

Judith Ormeo for
GENO ZAMORA, CITY ATTORNEY
10/21/13

NM LICENSE NO. 100
NM Taxation and Revenue CRS No.:
03-136127-007
City of Santa Fe Business Registration
No.: 13-00036629

APPROVED:

Marcos A. Tapia 12/18/13
MARCOS A. TAPIA
FINANCE DIRECTOR

32814.572960 and 423062.572970.0113400
BUSINESS UNITS/LINE ITEMS

**DESIGN SERVICES
COST SUMMARY
PART 1 - GENERAL**

1. NAME OF PROJECT:
SOUTHWEST ACTIVITY NODE (SWAN) PARK - PHASE I

2. CIP #:
RFP #'13/06/P

3. NAME OF CONTRACTOR:
SURROUNDINGS STUDIO, LLC

4. DATE OF PROPOSAL: **ADD SERVICE NO. 2**
SEPT. 30, 2013

5. ADDRESS OF CONTRACTOR:
1600 LENA STREET, E3
SANTA FE, NM 87505

6. TYPE OF SERVICES TO BE FURNISHED:
LANDSCAPE ARCHITECTURE & ENGINEERING

**PART 2 - COST SUMMARY
BASIC SERVICES**

Activity	Estimated Hours	Hourly Rate	Estimate Cost	Totals
Phase IV - Construction Services				
Surroundings Studio, LLC	See detail	-	\$ 77,500	
Wilson & Company	See detail	-	\$ 135,755	
Stream Design, LLC	-	-		
Marron & Associates	-	-		
Irrigation Services, LLC	-	-	\$ 1,500	
PHASE IV -TOTAL FEE			\$	214,755

Phase IV Estimated Reimbursables				
Surroundings Studio, LLC	\$	8,000		
Wilson & Company	\$	9,500		
Stream Design, LLC				
Marron & Associates				
Irrigation Services, LLC	\$	200		
PHASE IV - TOTAL REIMBURSABLES			\$	17,700

ADD SERVICE NO. 2 / Fee	\$	232,455
REIMBURSABLES / Phase IV	\$	17,700
GROSS RECIEPTS TAX (SF - 8.1875%)	\$	19,032
ADD SERVICE NO. 2 / TOTAL COSTS	\$	269,187

SIGNATURE OF PREPARER	OWNER'S REVIEW BY	FACILITIES DIVISION
-----------------------	-------------------	---------------------

SOUTHWEST ACTIVITY NODE - PHASE I IMPROVEMENTS
ADDITIONAL SERVICE NO. 2 - CONSTRUCTION ADMINISTRATION SERVICES

30 September 2013

Page 2

- J. Conduct Substantial Completion Inspection, prepare punch list and assist in Substantial Completion forms required by City.
- I. Conduct Final Inspection and prepare final report and assist in required written forms between the City and the General Contractor.
- K. Participate in 11-Month Warranty Inspection, prepare warranty punch list and submit to City. One (1) follow on inspections are anticipated. Additional inspections would be considered an additional service and would be compensated on a time and materials basis.

In support of this proposal is attached an hours and costs breakdown for your use. Please let me know if you have any questions or if any additional information is needed.



Faith Okuma, RLA, AICP, LEED AP
Surroundings Studio, LLC

**CITY OF SANTA FE
AMENDMENT No. 3 TO
AGREEMENT BETWEEN OWNER AND ARCHITECT**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 22, 2014 the "Agreement"), between the City of Santa Fe (the "City") and Surroundings Studio LCC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide design services for Southwest Activity Node (SWAN) Park Phase I, CIP Project #474B, to the City.

B. Pursuant to Article 10.19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK.

Add the design services required to provide the potable water and electrical extensions to the park phase 1 area and design the electrical route from the east end of Phase 1 to the transformer.

Article 4 Additional Services, paragraph 4.1.25 of the Agreement is amended so that Article 4, paragraph 4.1.25 reads in its entirety as follows:

4.1.25 Fast track design services, Responsibility of Landscape Architect, as described in Exhibit G, attached hereto and incorporated herein by reference.

Article 4 Additional Services, paragraph 4.1.28 is added to the Agreement so that Article 4, paragraph 4.1.28 reads in its entirety as follows:

4.1.28 Construction Phase Services, Responsibility of the Landscape Architect, as described in Exhibits H, I and new Exhibit J, attached hereto and incorporated herein by reference.

2. COMPENSATION.

Article 11, paragraph 11.3 of the Agreement is amended to increase the amount of compensation by a total of eleven thousand three hundred sixty five dollars and seventy seven cents (\$11,365.77), tax included, so that Article 11, paragraph 11.3, reads in its entirety as follows:

A. For the Additional Services that may during the course of the Project, including those under Section 4.3, the Owner shall compensate the Landscape Architect as follows:

(1) For the additional services described in Exhibit G, the Owner shall increase the amount of compensation by a total amount of one thousand six hundred twenty two dollars and eighty one cents (\$1,622.81), tax included.

(2) For the additional services described in Exhibits H and I, the Owner shall increase the amount of compensation by a total amount of two hundred fifty one thousand four hundred eighty seven dollars and twenty five cents (\$251,487.25), tax included.

(3) For the additional services described in new Exhibit J, the Owner shall increase the amount of compensation by ten thousand five hundred five dollars and sixty two cents (\$10,505.62) plus New Mexico gross receipts tax (rate of 0.081875) in the amount of eight hundred sixty dollars and fifteen cents (\$860.15), for a total amount of eleven thousand three hundred sixty five dollars and seventy seven cents (\$11,365.77).

3. TERM.

Add a new Article 10.24: This Agreement shall be effective when signed by the City and the Architect, whichever occurs last, and shall terminate on July 31, 2016.

4. SCOPE OF THE AGREEMENT

Article 13, paragraph 13.2.3 "Other documents:" of the Agreement is hereby amended. A revised Exhibit E, "Landscape Architect's Certificate of Liability Insurance" is attached and a new Exhibit J, "Additional Services Request No. 3", is attached.

5. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Agreement Between Owner and Architect as of the date signed by the City set forth below.

CITY OF SANTA FE:

CONTRACTOR:
SURROUNDINGS STUDIO LLC



BRIAN K. SNYDER, CITY MANAGER



FAITH OKUMA, PRINCIPAL

Date: 10/16/2014

Date: Oct 1, 2014

NM License No. 100
CRS No. 03-136127-007
City of Santa Fe Business Registration:
14-00036629

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KBM 2/24/14
KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:

Teresita Garcia 10/9/2014
TERESITA GARCIA,
ASSISTANT FINANCE DIRECTOR

423062.572960.0113400
BUSINESS UNIT/LINE ITEM



SURRESTU-01 MMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Santa Fe Insurance Services, Inc. 6501 Americas Parkway NE Suite 101 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C No., Ext.): (505) 798-5850 FAX (A/C, No.): (505) 798-5890 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : American Hallmark Ins Services</td> <td></td> <td></td> </tr> <tr> <td>INSURER B : ITT Hartford</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : American Hallmark Ins Services			INSURER B : ITT Hartford			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A : American Hallmark Ins Services																					
INSURER B : ITT Hartford																					
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Surroundings Studio LLC % Kenneth & Sandra 1021 Don Diego Ave. Santa Fe, NM 87505																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> hired & n/o auto GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		44-CL-454498-06	05/23/2014	05/23/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	34WECPU7551	03/09/2014	03/09/2015	<table border="1"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
PER STATUTE	OTH-ER													
E.L. EACH ACCIDENT	\$ 100,000													
E.L. DISEASE - EA EMPLOYEE	\$ 100,000													
E.L. DISEASE - POLICY LIMIT	\$ 500,000													
A	Prof E&O		44-CL-454498-06	05/23/2014	05/23/2015	Prof E&O 1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Swan Park

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
 PO Box 909
 Santa Fe, NM 87504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melanie Martinez

EXHIBIT

tabbies

E

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surroundings

landscape
architecture
urbanism

22 August 2014

To: Ms. Mary MacDonald

Re: **SWAN - Phase I**
CIP No. 474B
Additional Services Request No.3

We are requesting additional services to coordinate and prepare application and permit drawings for Off-Site 1" Potable Water and Electrical Services.

A. Scope of Work

- 1) 1 inch potable water connection to serve drinking fountains and Park's maintenance hydrants.
 - a. Coordinate and hold meetings with Water Utility regarding point of connection and water service issues.
 - b. Prepare water line plans for 1" water service application and for bidding by SWAN General Contractor for construction.
 - c. Review and additional construction management services.
- 2) Off-Site Electrical Service by Public Service Company of New Mexico (PNM) to the SWAN Phase I transformer located at west end of Phase I.
 - a. Coordinate and hold meetings with PNM regarding point of connection and service issues.
 - b. Coordinate route with PNM and prepare conduit plans for bidding by SWAN General Contractor for construction.
 - c. Review and additional construction management services.
- 3) Provide overall project administration needed to process and coordinate the two above tasks with SWAN Phase I process.

B. Schedule

Surroundings will deliver design plans and applicant within two weeks of Notice to Proceed, given the proviso that we are able to meet with water and electrical utilities representatives on an expedited basis.

C. Proposed Add Service Fee

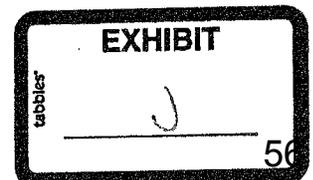
The proposed add service fee is \$10,505.62, plus NM Gross Receipt Tax. Attached is Estimated Manhours in support of this fee.

Respectfully submitted.



Principal, Surroundings Studio, LLC

1600 lena street, #E3
santa fe, nm 87505
t: 505 982 3454
f: 866 638 4578
www.thesurroundings.com



SWAN / Manhours Estimate
CO Proposal Off-Site Electrical and Water
 Aug. 22, 2014

Activity	Estimated Hours	Hourly Rate	Estimate Cost	Totals
----------	-----------------	-------------	---------------	--------

Wilson & Co.

Daniel Aguirre, Principal Engineer, P7		55.2	\$ -	
Mario Juarez-Infante, Department Head P7		55.2	\$ -	
Tyler Ashton, Project Design Engineer P5	36	47.31	\$ 1,703.16	
Staff Detail Design Engineer P4	0	37.25	\$ -	
CAD Drafter OD4	40	22.75	\$ 910.00	
Inspector	12	35	\$ 420.00	

(Wilson-Phase I) DIRECT LABOR COST: **\$ 3,033.16**

OVERHEAD (Specify cost pool)	RATE	X BASE	ESTIMATED COST
	1.831	\$ 3,033.16	\$ 5,553.72

OVER HEAD TOTAL: **\$ 8,586.88**

FEE OR PROFIT (show rate and base) 8% \$ 8,586.88 \$ 686.95

(Wilson-Phase I) TOTAL COST **\$ 9,273.83**

Reimbursables - Civil

Mileage	\$ 300.00
General Reproduction Costs	
Total Estimated Reimbursables	\$ 300.00

Wilson & Company Total Basic Fee \$ 9,573.83

Surroundings Studio

Faith Okuma, Principal P1	2.0	45.00	\$ 90
Chrissy Scarpitti, Project Manager	8.0	33.00	\$ 264

(Surroundings-Phase I) DIRECT LABOR COST: **\$ 354.00**

OVERHEAD (Specify cost pool)	RATE	X BASE	ESTIMATED COST
	1.46	\$ 354.00	\$ 516.84

OVER HEAD TOTAL: **\$ 870.84**

FEE OR PROFIT (show rate and base) 7% \$ 870.84 \$ 60.96

Surroundings Studio Total Basic Fee \$ 931.80

Total Proposal Fee \$ 10,505.62